

General Terms and Conditions

1. Definitions

In this Agreement, the following words and expressions have the meanings given to them below:

Agreement means this Services Agreement and the Quotation to which they are attached.

Appointment Fee means the fee set out in Item 6 of the Schedule.

AI means artificial intelligence.

Assignment means the provision of Temporary Staff for an agreed assignment period.

Candidate means a person introduced to the Client by Epigroup in connection with Permanent Placement Services.

Commencement Date means the date as set out in item 1 of the Schedule.

Confidential Information means information which is by its nature confidential including the terms of this Agreement, trade secrets, pricing information, information relating clients and suppliers, operational methods and intellectual property.

Contract IP means any Intellectual Property that is created as a result of the provision of Services.

Consequential Loss means any loss of use or production, loss of revenue, loss of profit or anticipated profit, loss of business reputation, an interruption to business of any nature, loss of opportunities, loss of contract, loss of data, financial costs and charges, loss of anticipated savings or wasted overheads or any indirect, consequential, contingent, special, exemplary or punitive damages and any other loss of a consequential nature whatsoever arising out of, or in respect of this Agreement.

Conversion Fee is equal to the Appointment Fee (applicable to that member of Temporary Staff).

Client means the client/customer as identified in the Quotation.

Demobilisation Fee means the fee set out in Item 8 of the Schedule.

Epigroup means Episafe Pty Ltd trading as Epigroup (ABN 69 159 739 894).

Existing IP means the Intellectual Property of a Party that:

(a) is in existence at the Commencement Date; or

(b) comes into existence after the Commencement Date other than in connection with this Agreement and is necessary for, or used in the formation of, that Party's obligations under this Agreement.

Expenses mean those expenses that are reimbursable by the Client to Epigroup.

Fee means the rates payable by the Client to Epigroup for the provision of the Services as set out in the Quotation.

GST has the meaning provided in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) 1999* (Cth).

Intellectual Property means all statutory and other proprietary rights and interests including copyrights and all rights in the nature of copyright, patents, pending patents, trademarks, service marks, trade names, domain names, designs, circuit layouts, database rights (including but not limited to client lists), inventions, discoveries, innovations, prototypes, improvements, technical data, confidential information and all other intellectual property rights.

Notice Address means the email address set out in Item 11 of the Schedule.

Notice Fee means the fee set out in Item 10 of the Schedule.

Party or Parties means the Client and/or Epigroup.

Payment Arrangements means the payment arrangements as set out in Item 5 of the Schedule.

Purchase Order means the purchase order issued by the Client to Epigroup for the Services.

Quotation or **Estimate** means the document outlining the services to be provided and the rate at which these services will be charged to the Client.

Replacement Candidate means a further Candidate for the same role that has already been placed by Epigroup.

Replacement Fee means the fee set out in Item 9 of the Schedule.

Services means those services as set out in item 3 of the Schedule (and any other services as may be agreed in writing between the Parties).

Services Agreement means these terms and conditions for the provision of Services.

Site means the location where the Client requests the Services to be provided.

Special IP Conditions means the additional terms and conditions to the Services Agreement in relation to Intellectual Property if as set out in Annexure A.

Temporary Fee means the fee set out in Item 7 of the Schedule.

Temporary Placement Services means the hire of temporary staff.

Temporary Staff means an employee or contractor of Epigroup placed with the Client in connection with Temporary Placement Services.

Term means the period set out in Item 2 of the Schedule.

Workers means the personnel assigned by Epigroup to provide the Services under this Agreement and includes, where appropriate, Temporary Staff.

2. Term of Agreement

- (a) The parties agree that Epigroup will provide the Services, and the Client will pay for those Services, on the terms and conditions as set out in this Agreement.
- (b) This Agreement will start on the Commencement Date and continue for the term as set out in the Quotation and/or when the Services have been provided (unless terminated in accordance with its terms).
- (c) Subject to paragraph (a), the Client's continued instructions to Epigroup after receipt of the Agreement (or after sending a Purchase Order and/or proceeding with a signed Quotation) will be deemed to constitute acceptance of this Agreement.
- (d) The parties acknowledge and agree that, to the extent there is any inconsistency between any provisions forming part of the Agreement, the order of descending precedence is:
 - i) Special Conditions;
 - ii) Quotation;
 - iii) Services Agreement; and
 - iv) Purchase Order (if any).

PROVISION OF SERVICES AND FEES AND EXPENSES

3. Services

- (a) Epigroup will provide the Services with reasonable skill and care to an appropriate professional standard in accordance with this Agreement.
- (b) Either Party may request a change to the scope of the Services. A change will not be effective unless both Parties have agreed to it in writing

(and both Parties have agreed to any subsequent changes to the Fee, if any).

4. Fees and Expenses

- (a) The Client will pay Epigroup the Fee (without set off) for provision of the Services together with any Expenses relating to the provision of Services.
- (b) The Fee and Expenses are GST exclusive, unless stated otherwise.
- (c) The Fee and Expenses must be paid by the Client in accordance with the Payment Arrangements.
- (d) The Client will notify Epigroup within 7 days of receiving a tax invoice if there is a dispute as to the amount payable and provide Epigroup with any supporting information to resolve the dispute.
- (e) Epigroup reserves the right to review its rates and fees on and from 1 July each year.
- (f) All Fees and Expenses are in Australian dollars (\$AUD), unless stated otherwise.

5. Obligations of Epigroup

- (a) Epigroup agrees to:
 - i) supply the Workers to perform the Services;
 - ii) manage the performance of the Services by the Workers; and
 - iii) pay all remuneration, taxes, superannuation and leave entitlements in respect of the Workers.

6. Obligations of Client

- (a) The Client agrees to assist and provide all necessary support and information to Epigroup to facilitate the provision of the Services by the Workers.
- (b) The Client is responsible for the completeness and accuracy of information supplied to Epigroup. Epigroup may rely on this information to perform the Services and will not verify it in any way.
- (c) The Client agrees to:
 - i) provide Epigroup with all information, instructions and access to third parties; and
 - ii) ensure Epigroup is permitted to use any third-party information or intellectual property rights;
 - iii) (if applicable) provide the Workers with a safe workplace in accordance with the terms of this Agreement;

- iv) pay for the Services as set out in this Agreement; and
- v) provide Epigroup with timely notice of any matters which may affect Epigroup's performance of its obligations under this Agreement or Epigroup's obligations to the Workers.

RECRUITMENT AND PLACEMENTS

7. Suitability of Temporary Staff and/or Candidates

- (a) Epigroup endeavours to ensure suitability of Temporary Staff and Candidates introduced to the Client. The Client acknowledges that introductions are made based on information provided to Epigroup by the Temporary Staff and Candidates (and their referees) and Epigroup is not responsible for any errors, omissions or incorrect conclusions as a result of this information.

8. Permanent Placement Services

- (a) The Client must provide to Epigroup a position description or detailed overview of the role which it is seeking to fill.
- (b) Epigroup will provide to Client details of Candidates it determines may be suitable for that role.
- (c) The Client is responsible for interviewing Candidates and determining whether a particular Candidate is suitable for the role.
- (d) Epigroup makes no warranty that any Candidate introduced by Epigroup will perform to any professional standard if employed by the Client. The Client acknowledges that the decision to employ any Candidate is the Client's decision alone.
- (e) To the fullest extent permitted by law, Epigroup excludes all liability for any loss or damage to the Client arising directly or indirectly from the introduction of the Candidate, the Client's employment of the Candidate or any acts and/or omissions of a Candidate.

9. Permanent Placement Appointment Fee

- (a) Epigroup will raise an invoice once the Candidate commences his/her/their employment with the Client. The Client must pay Epigroup the Appointment Fee by the Due Date based on the successful Candidate's total annual gross remuneration as set out in Schedule 1.
- (b) The Candidate's annual gross remuneration includes wages and salary, bonuses,

commissions, superannuation, motor vehicles, subsidised housing loans, allowances paid to or payments made on behalf of the Candidate and any salary sacrificed amounts inclusive of Fringe Benefits Tax which a Candidate is entitled to receive during the first 12 months of their employment. Motor vehicles will be taken to be equivalent to \$18,000 in remuneration, unless otherwise agreed in writing by the parties.

- (c) The Appointment Fee for part-time / casual positions will be calculated on the full-time annual salary equivalent.
- (d) All other reasonable Fees and Expenses incurred by Epigroup in the course of providing the Services (including, but not limited to, lodging, travel and related expenses) plus an administration fee of 15% may be charged to the Client, with the Client's prior written consent, as set out in Schedule 1.
- (e) If the Client or any subsidiary, affiliate or related entity of the Client employs or engages a Candidate in any role within 12 months from when the Candidate was first introduced by Epigroup to the Client or the interview date (whichever is later), the Client must pay to Epigroup the Appointment Fee in respect of that appointment.

10. Guarantee

- (a) If a Candidate employed by the Client ceases his, her or their employment with the Client within 90 days of commencing employment with the Client, provided that:
 - i) the Client notifies Epigroup in writing that the Candidate has ceased employment with the Client within 7 days;
 - ii) the Appointment Fee was paid by the Client by the Due Date; and
 - iii) the Candidate's employment did not cease due to a change in job description, redundancy, business rationalisation, closure of a business or division, relocation of work site caused by the Client, the desire of the Client to employ the Candidate in another capacity, or breach of any law or contract by the Client (including, but not limited to, constructive, unfair or wrongful dismissal);

then Epigroup will be allowed a further 8 weeks from the date of being advised in writing by the Client that the Candidate has ceased employment with the Client to introduce a

Replacement Candidate at the same salary and at the same location, at no additional cost to the Client. For the avoidance of doubt, if the Replacement Candidate is offered a different higher salary to the salary offered to the original Candidate, the Appointment Fee payable by the Client will be adjusted upwards accordingly. There will be no adjustment to the Appointment Fee if the Replacement Candidate accepts a different, lower salary.

- (b) If Epigroup is unable to find a Replacement Candidate acceptable to the Client, a credit valid for 6 months will be issued to the Client in the amount of the Appointment Fee which may be used for subsequent Permanent Placement Services.
- (c) The Guarantee in this clause applies only to a Candidate employed by the Client as a member of its permanent workforce and does not apply to fixed term roles or more than once in respect of each role. Epigroup reserves the right to negotiate the conditions of the Guarantee should changes occur to the Candidate role originally recruited.
- (d) If the Client or any subsidiary, affiliate or related entity of the Client re-employs the Candidate in any role within the 6-month credit validity period from when the Candidate ceased, the Client will lose the benefit of the credit.
- (e) For avoidance of doubt, this Guarantee clause will not apply where the Client fails to pay the Appointment Fee by the Due Date. In such circumstances, Epigroup will not be required to find any Replacement Candidate.

11. Temporary Placement Services

- (a) Epigroup may provide Temporary Staff to the Client for an agreed assignment period.
- (b) At all times during an Assignment the Temporary Staff are under the care, direction and supervision of the Client.
- (c) Temporary Staff always remain an employee of Epigroup and Epigroup agree to pay all remuneration, taxes, superannuation and leave entitlements in respect of Temporary Staff
- (d) The Client agrees to assist and provide all necessary support and information to Epigroup to facilitate the provision of the Services by the Temporary Staff.
 - The Client agrees to provide Epigroup with timely notice of any matters which may affect Epigroup's performance of its obligations

under this Agreement or Epigroup's obligations to the Temporary Staff.

12. Wages and Conditions of Temporary Staff

- (a) Epigroup will notify the Client of wage, rates of pay, award or agreement conditions and any regulated labour hire arrangement orders or changes to such orders applicable to Temporary Staff in the Quotation prior to the Assignment commencing and during the Assignment. The Client must not give any payment or other consideration to Temporary Staff without Epigroup's prior written approval.
- (b) Prior to the Assignment commencing and during the Assignment, the Client must advise Epigroup if the Client is obliged to pay its workers rates of pay that exceed those payable by Epigroup or if there are any regulated labour hire arrangement orders, entitlements or allowances applicable to workers at the Site. If the nature of the work performed for the Client or the conditions or regulated labour hire arrangement orders (if any), applicable at the Site require payment of any rates of pay exceeding the rates of pay paid by Epigroup or entitlements or allowances to the Temporary Staff, Epigroup will charge the Client an appropriate amount to cover these items.
- (c) If the Client fails to disclose to Epigroup any industrial agreements, entitlements, rates of pay or regulated labour hire arrangement orders applicable to the Temporary Staff or Site then to the extent allowed by law, the Client agrees to indemnify Epigroup for or against any losses, damages or fines Epigroup suffers or may suffer as a result of the non-disclosure. Epigroup does not have to incur any losses before claiming under this indemnity.
- (d) The Client acknowledges that employment terms and conditions (including any hourly rates or rates of pay) applicable to Temporary Staff may change without notice when affected by a variation in an industrial instrument, award, agreement, statutory, governmental or legislative changes or regulated labour hire arrangement orders or changes to such orders and the Client agrees to comply with such changes. Any associated price or rates will be amended with effect from the operative date of the relevant change.

13. Temporary Fee

- (a) The Client must pay Epigroup the Temporary Fee, plus any other Fees and Expenses payable

by the Client, as notified by Epigroup to the Client from time to time.

- (b) Epigroup will invoice the Client in accordance with the Payment Arrangements (unless otherwise agreed between the parties).
- (c) Epigroup may vary the Temporary Fee at any time or if there is any change which affects the cost of providing Temporary Staff provided that the variation reasonably reflects the change in costs. Epigroup will give the Client at least 7 days' notice of the new Fee.

14. Supply and replacement of Temporary Staff

- (a) Epigroup will verify the qualifications and experience of its Temporary Staff to ensure they are suitable for supply to the Client.
- (b) If the Client is not satisfied with the services provided by Temporary Staff, the Client must notify Epigroup in writing as soon as possible and provide Epigroup with access to the Temporary Staff (and any supporting information supporting the non-satisfaction).
- (c) Epigroup will manage any performance issues with Temporary Staff and provide feedback to the Client in relation to its findings and any steps taken.
- (d) If the Client provides a written request to Epigroup that Temporary Staff be removed from Site:
 - i) Epigroup will arrange for the Temporary Staff to be demobilised from Site as soon as practicable (and no later than 7 days after the request);
 - ii) Epigroup reserves the right to charge the Client a Demobilisation Fee which will be included on the next Tax Invoice following the Temporary Staff removal from site; and
 - iii) the Client will notify Epigroup in writing if it wants Epigroup to provide a replacement worker.
- (e) If Epigroup provides the Client with a replacement worker, Epigroup reserves the right to charge the client a Replacement Fee which will be included on the next Tax Invoice following the replacement workers mobilisation to Site.
- (f) The Demobilisation Fee and Replacement Fees will not be chargeable if the Temporary Staff to be removed from Site has engaged in serious misconduct (as determined by Epigroup).

15. Workers/Temporary Staff Conversion

- (a) Any Workers provided by Epigroup remain employees and/or subcontractors of Epigroup.
- (b) The Client shall not offer to contract or employ any Worker (whether directly or indirectly through associated entities or another supplier) during the Term or within 12 months after termination of this Agreement (which is later) without prior notification to, and written approval from, Epigroup. Any approval or assistance to be provided in respect of a proposed transition is at the absolute discretion of Epigroup.
- (c) If the Client or an entity or party associated with the Client including any subsidiary, affiliate or related entity of the Client directly or indirectly engages Workers in any role during the Term and/or during their Assignment with the Client, the Client must pay Epigroup a Conversion Fee with respect to that role.
- (d) If the Client or an entity or party associated with the Client including any subsidiary, affiliate or related entity of the Client transitions Workers and/or Temporary Staff to another recruitment or staffing company, the Client must pay Epigroup the Conversion Fee.

16. Insurances

- (a) Epigroup will obtain and maintain the following insurances during this Agreement:
 - i) Public Liability insurance to a cover of not less than \$20 million;
 - ii) Workers Compensation insurance for each Worker; and
 - iii) Professional Indemnity insurance to a cover of not less than \$5 million.
- (b) If requested, Epigroup will provide the Client with copies of the Certificates of Currency for each of the insurances referred to above within 7 days of a written request by the Client.
- (c) The Client will obtain and maintain the following insurances during this Agreement:
 - i) Public Liability insurance to a cover of not less than \$20 million;
 - ii) Workers Compensation insurance for each of its officers, employees and agents; and
 - iii) Professional Indemnity insurance to a cover of not less than \$5 million.

17. Occupational Safety and Health

- (a) If any part of the Services is to be performed at the Client's premises, the Client must ensure a safe work environment for the Workers and the

GENERAL PROVISIONS

Client agrees to comply with all applicable occupational safety and health legislation.

- (b) The Client will ensure that:
 - i) all plant, equipment and systems of work comply with legal requirements and do not expose the Workers to risks to their health and safety;
 - ii) it will provide the Workers with sufficient instruction, induction, onsite training and supervision;
 - iii) it will advise Epigroup of any incidents or injuries involving the Workers; and
 - iv) it will assist with the recovery of any Workers injured at the Site including by making reasonable adjustments.
- (c) Epigroup will use its best endeavours to ensure that the Workers abide by the Client's procedures, exercise reasonable care and are adequately qualified to perform the Services.
- (d) The Client will grant Epigroup access to the Site to carry out safety inspections. Epigroup will provide the Client with 7 days' notice of any inspection.

18. Confidentiality

- (a) The Parties agree to maintain each other's Confidential Information including the terms of this Agreement and not to disclose such information without the other Party's prior written consent.
- (b) The restriction on the disclosure of Confidential Information in this clause does not apply where:
 - i) a Party is required by law to disclose Confidential Information; or
 - ii) the information has fallen into the public domain other than by breach of this clause.
- (c) The requirements of this clause continue after termination and remain in force for such period as the Party maintains and has access to your Confidential Information.

19. Anti-Bribery and Corruption

- (a) Each Party acknowledges and agrees that it will not:
 - i) directly or indirectly engage in bribery or corruption in any form; or
 - ii) accept, solicit, or agree to receive, promise, offer or give a bribe, facilitation payment, kickback or other improper payment.
- (b) If a breach of this clause is suspected or known to a Party then it must notify the other party immediately in writing.

20. Modern Slavery

- (a) For the purpose of this clause, Modern Slavery has the meaning given in the *Modern Slavery Act 2018* (Cth).
- (b) Each Party will ensure that it:
 - i) complies with the Modern Slavery Act; and
 - ii) takes reasonable steps to ensure that there is no Modern Slavery in its supply chain or in any part of its business.

21. Privacy Act

- (a) Epigroup's approach to privacy is set out in its privacy policy, available on our website.
- (b) Both Parties agree to comply with the *Privacy Act 1988* (Cth) in relation to any personal information disclosed to the other party under this Agreement.
- (c) Both Parties agree to co-operate with each other in addressing its respective privacy obligations in connection with the provision of the Services.

22. Intellectual Property Rights

- (a) Subject to the Special IP Conditions (if relevant), Epigroup acknowledges that all Intellectual Property created by the Workers while providing the Services will vest in the Client and neither Epigroup or the Workers will have any claim or interest in the Client's Intellectual Property.
- (b) Epigroup will do all things necessary, including signing any relevant documents, to facilitate the transfer of ownership of the Client's Intellectual Property.
- (c) Epigroup will also ensure that the Workers are made aware that they are required to do all things necessary, including signing any relevant documents, to facilitate the transfer of ownership of the Client's Intellectual Property.
- (d) Nothing in this clause will affect any Existing IP belonging to Epigroup or other third parties and nothing in this Agreement prevents, limits or restricts each Party's subsequent use or exploitation of its own Existing IP.
- (e) This clause survives the expiry of termination of this Agreement.

23. Artificial Intelligence

- (a) Epigroup may use AI tools to support the delivery of the Services, including but not limited to, assisting with data analysis, risk identification, document preparation, and process efficiency.
- (b) Epigroup will only use AI tools as an aid to professional work and not as a replacement for competent work, health and safety expertise,

regulatory interpretation, or human judgment. Any AI-assisted output utilised in the Services will be reviewed by Workers before being incorporated into the Services.

- (c) Epigroup's use of AI is governed by applicable Australian privacy, information and data protection laws and all use of AI tools will be in accordance with Epigroup's AI Use Policy (which is available upon request).
- (d) Client agrees to Epigroup's use of AI in the provision of Services as described above.

24. Warranties

- (a) The Parties warrant that:
 - i) they have the power and authority to enter into and perform their obligations under the Agreement; and
 - ii) the Agreement is valid and legally binding.
- (b) Epigroup warrants that:
 - i) It is ready, willing and able to provide the Workers to perform the Services during the Agreement and holds all relevant authorisations as required by law to provide the Services;
 - ii) it will comply with all applicable laws in relation to its provision of the Services; and
 - iii) it is registered under the GST Act and will notify the Client if it ceases to be registered.

25. Debt Recovery

- (a) The Client will pay all costs, including debt collection agency fees and solicitors' costs incurred by Epigroup in taking steps to recover any monies owing to Epigroup whether or not legal proceedings are issued for the recovery of the monies.
- (b) If the Client does not pay the invoice by the due date, Epigroup may charge interest at a rate of 2% (two percent) over the Commonwealth Bank of Australia's Overdraft Index Rate until Epigroup receives payment.

26. Limitation of Advice and Client Responsibility

- (a) Any advice, guidance and documentation provided by Epigroup or its Workers in the provision of the Services is based on:
 - i) the information supplied to Epigroup by the Client; and
 - ii) the Workers' opinion and/or interpretation of certain legislation, regulations, policies and procedures, etc,and is intended to support, not replace, the Client's own duties and obligations under the Work Health and Safety Act and Regulations

and all other applicable laws. The contents of any advice/guidance does not constitute legal advice and should not be relied upon as such.

- (b) Epigroup does not accept any liability for any actions taken or not taken by the Client based on our advice, where such advice is misapplied, altered, taken out of context, or implemented without adequate verification.
- (c) The Client remains solely responsible to ensure that the implementation of any recommendations is appropriate to their operations, and that any legal obligations are independently met.
- (d) The Client acknowledges that any commercial, regulatory or legal compliance decisions are made at their discretion, and Epigroup (and its Workers) are not responsible for any penalties, losses, or liabilities arising from such decisions.
- (e) To the fullest extent permitted by law, the Client releases Epigroup (and its Workers) from any and all liability including for any direct, indirect or consequential loss suffered by the Client relating to any advice/guidance given in the provision of the Services.

27. Termination

- (a) Either Party can terminate this Agreement without cause by giving 30 days' written notice to the other Party.
- (b) If the Client fails to provide the required notice in subclause (a), the Client will be required to pay the Notice Fee to Epigroup for the period of the notice not provided.
- (c) Either Party may terminate the Agreement immediately if the other Party:
 - i) goes into liquidation;
 - ii) commits a serious or persistent breach of the Agreement which is incapable of being remedied; or
 - iii) fails to remedy a breach of this Agreement within 30 days of receiving a written notice setting out the breach and the remedial measures to be taken.
- (d) Upon termination of the Agreement, the Client must pay the Fees (and any Expenses) for all work completed prior to termination.
- (e) If the Client terminates the Agreement under subclause (c), the Client will still be responsible for payment of the Notice Fee and any other the Fees (and any Expenses) for all work completed prior to termination.

- (f) If not terminated earlier under this Agreement, the Agreement will expire at the end of the Term.

28. Limitation of Liability

- (a) The Client waives and releases Epigroup (and its employees and the Workers) to the fullest extent permitted by law, from any and all claims relating to this Agreement and agrees to indemnify Epigroup (and its employees and the Workers) against all damages, loss, liabilities and claims arising directly or indirectly in connection with this Agreement.
- (b) To the maximum extent permitted by law, despite any other provision in this Agreement, the aggregate liability of Epigroup under this Agreement is limited to the total fees paid by the Client under this Agreement.
- (c) Notwithstanding any other provision of this Agreement, Epigroup shall not be liable for any:
 - i) Consequential Loss; or
 - ii) penalties or fines imposed by regulators, unless directly caused by Epigroup's gross negligence or wilful misconduct.
- (d) Nothing in this clause shall exclude or limit liability for:
 - i) death or personal injury caused by Epigroup's negligence;
 - ii) fraud or fraudulent misrepresentation;
 - iii) breach of confidentiality or intellectual property rights; or
 - iv) liability that cannot be excluded under law.

29. Assignment and Subcontracting

- (a) Subject to the Client's prior written consent, Epigroup may assign, delegate or subcontract any of its obligations under this Agreement.

30. Severability

- (a) If any of the terms of this Agreement are deemed by a competent authority to be unenforceable those terms will be severed from this Agreement so that the remaining terms continue to be enforceable.

31. Governing Law

- (a) This Agreement is governed by the laws of Western Australia.
- (b) If a dispute arises under this Agreement the Parties will attempt to resolve the matter informally. If the dispute is not resolved within 30 days, the matter shall be referred to a mutually agreed upon mediator.

32. GST

- (a) Unless expressly stated, all fees and rates referred to in this Agreement do not include GST.
- (b) To the extent that GST is payable, the payment amount is increased by the amount of any GST payable and must be paid at the same time that the payment is due.

33. Relationship between the Parties

- (a) The Client is engaging Epigroup as an independent contractor to provide the Services. Epigroup is not the employee, partner, legal representative, agent, joint ventures or franchisee of the Client.
- (b) Neither Party has the right or authority to bind, assume or create obligations or make representations or warranties for or on behalf of the other Party.
- (c) No contractual or employment relationship will arise between any Worker and the Client because of this Agreement.

34. Force Majeure

- (a) Neither party is liable to the other for delay or failure to fulfil obligations (other than an obligation to pay) to the extent that the delay or failure arises due to an unforeseen event beyond their reasonable control (including, but not limited to: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party) which is not otherwise dealt with in this Agreement. Each party agrees to use reasonable endeavours to remove or overcome the effects of the relevant event without delay.

35. Whole Agreement

- (a) This Agreement comprises the whole agreement between the parties concerning the subject matter. It replaces any prior agreement, arrangement or understanding concerning the subject matter.

36. Variation and waiver

- (a) A variation to this Agreement must be in writing and signed by both Parties.
- (b) Any waiver of a Party's rights under this Agreement must be provided in writing.

37. Notice

- (a) Written notices under this Agreement must be sent by email to the Notice Address.
- (b) The notice is deemed to be received upon the receipt of such notice.

38. Your terms and conditions not part of the Agreement

- (a) If you supply your terms and conditions on any document at any time (including on consignment notes, a Purchase Order or other

documents) your terms and conditions will be of no legal effect and not constitute part of the Agreement for the performance of the Services, even if a representative of Epigroup signs a document that indicates that your terms and conditions apply.

SCHEDULE (FIXED FEES)

Item	Description	
1	Commencement Date	[The date the last party signs this Agreement] OR [The date on which the Client sends a Purchase Order to Epigroup (and/or signs the Quotation).]
2	Term	As per the Quotation.
3	Services	Scope of Work as per the Quotation. Services will be provided at both the offices of Epigroup (CBD) and on Site (as requested by the Client).
4	Fees	[The agreed Fixed Fees have been detailed in the Quotation]. OR Payment milestones are as follows: Milestone 1: 25% - This is charged on project initiation Milestone 2: 25% - This is charged on planning/discovery phase Milestone 3: 25% - This is charged on provision of draft deliverables Milestone 4: 25% - This is charged on provision of final deliverables <i>In the event the Services are delivered by Epigroup in full satisfaction of Epigroup's obligations under this Agreement prior to agreed date:</i> <ul style="list-style-type: none"> • <i>Epigroup may immediately invoice the Client for all monies outstanding for the provision of the Services; and</i> • <i>the Client must pay that tax invoice in accordance with the terms of the Agreement (ie within 30 days of receipt of the tax invoice)</i>
5	Payment Arrangements	The Client will pay Epigroup tax invoices within 30 days of the date stated on the tax invoice.
6	Appointment Fee	Not applicable
7	Temporary Fee	Not applicable
8	Demobilisation Fee	Not applicable
9	Replacement Fee	Not applicable
10	Notice Fee	Not applicable
11	Notice Address	Name: Shannon Murphy Position: Customer Relations Manager Email: sales@epigroup.com.au Phone: 1300 414 313

SCHEDULE (TIME AND MATERIALS)

Item	Description
1	Commencement Date [The date the last party signs this Agreement] OR [The date on which the Client sends a Purchase Order to Epigroup (and/or signs the Quotation).]
2	Term As per the Quotation.
3	Services Scope of Work as per the Quotation. Services will be provided at both the offices of Epigroup (CBD) and on Site (as requested by the Client).
4	Fees and Expenses Any project related expenses (where applicable) will be on-charged to the Client in accordance with the following:

Expense Item	Description	Amount to be on-charged to Client
Time spent undertaking Medicals and Inductions	If applicable, the time spent by workers attending to medical examinations/clearances required by the Client.	Actual hours incurred charged at the Medicals/ Inductions Hourly Rate outlined in Item 3 of the Schedule
Cost of Medicals and/or Police Clearances	If applicable, costs charged by a third party for medical examinations/clearances and/or and Police Clearances required by the Client.	At cost + 15% administration fee
Cost of Taxi/Uber to/from airport and/or site	If applicable, transport charged by a third party to/from the worker's place of residence and the airport; and/or to/from site and work-related accommodation.	At cost + 15% administration fee
Cost of private vehicle travel	If applicable, cents per kilometre will be charged when the worker is required to use their own vehicle to travel to/from Client work sites and the Epigroup HQ, outside a 50km radius of the CBD.	Current ATO cents per kilometre + 15%
Costs of Flights, Accommodation and Car Hire	If applicable, costs charged by a third party for flights to/from Client work sites, accommodation at/near Client work sites and Car Hire costs associated with travel applicable to the Client's site requirements.	At cost + 15% administration fee

Meal Expenses	If applicable, meals will be charged at a Per Diem rate.	\$150.00 per person per day
Other Expenses	Any other expenses directly related to the deliverable of services and applicable to the Client's requirements.	At cost + 15% administration fee

Note: All expenses charged will be supported by valid expense tax receipts and/or travel logs (as applicable).

Where reasonably possible all project related expenses will be itemised on a Quotation and approved by the Client prior to incurring the expense. The approved expenses will be included in the fortnightly or monthly tax invoice.

5 Payment Arrangements

Epigroup reserves the right to invoice the Client either fortnightly or monthly or as determined by Epigroup.

Where invoicing is based on a timesheet cycle, invoices may be issued fortnightly in accordance with Epigroup's timesheet period (Thursday to Wednesday). Personnel timesheets evidencing hours worked will accompany all applicable tax invoices.

The Client must pay all Epigroup tax invoices within thirty (30) days of the invoice date, unless otherwise agreed in writing.

6 Engagement Terms for Recruitment Services

With a strong commitment to delivering exceptional and agile staffing solutions, Epigroup's Recruitment and Placement division specialises in the procurement of permanent, contract, and temporary personnel. Our tailored services are specifically designed to cater to the niche needs of the Mining, Oil and Gas, and Construction sectors, focusing predominantly on Work Health and Safety and Emergency Services personnel.

Our adept consultants deploy an assortment of recruitment tools to devise a recruitment strategy that aligns perfectly with your specific vacancies. Our recruitment process comprises exhaustive methods such as referral and database searches, global sourcing, digital advertising, a bespoke interview and selection process, competency assessments, and comprehensive reference checks.

1. Permanent Recruitment:

For a successful introduction of a candidate who subsequently accepts a position with your organisation, Epigroup levies a fee. This is computed based on the total annual salary package of the candidate, encompassing components such as superannuation, commission, bonuses, company benefits, and car/motor vehicle allowances up to a value of \$18,000.00. A

2. Temp/Contract to Permanent Conversion:

A permanent recruitment fee applies where a temporary or labour hire resource supplied by Epigroup accepts a permanent role with the client. The fee will be calculated on the total annual remuneration package in line with Epigroup's permanent recruitment terms. Please note: No guarantee or replacement period applies to temp/contract-to-permanent conversions.

<u>Annual Gross Remuneration:</u>	<u>% of Annual Gross Remuneration:</u>
Salaries from \$0 to \$79,999	14%
Salaries from \$80,000 to \$99,999	16%

Salaries from \$100,000 to \$149,999	18%
Salaries from \$150,000	20%

3. Part-time Positions

The recruitment process and consequent fee computation for part-time positions mirror that of full-time roles, based on the equivalent full-time employment annual salary package.

4. Fixed-term Contracts

For direct employment of a candidate on a fixed term contract, the following fee structure applies:

- For contracts up to six months, 75% of the standard permanent fee is chargeable.
- Contracts lasting six months or longer attract the standard permanent fee.
- Please note: No guarantee or replacement period applies fixed term contracts.

In the event that a Candidate introduced by Epigroup is rejected or not engaged by the Client, or the Candidate rejects the Client's engagement offer and is subsequently engaged or employed by the Client for any position — whether on a permanent, temporary, or other basis — within twelve (12) months of the original Introduction or any interview date (whichever is the later), the Client will be liable to pay the standard recruitment fee to Epigroup.

In the event that the Client introduces a Candidate (who was initially introduced to the Client by Epigroup) to a third party, resulting in the employment or engagement of the Candidate — whether on a permanent, temporary, or other basis — within twelve (12) months of the original Introduction or interview date (whichever is the later), the Client will be liable to pay the standard recruitment fee to Epigroup.

GST and Payment Terms:

All quoted fees will incur an additional GST charge. Invoices are raised at the time of placement and are due within 30 days from the invoice date. Credit to your account is only applicable for the replacement of a permanent employee and holds a validity period of twelve months (as per Epigroup's Terms and Conditions).

Please note that these fees pertain only to roles placed by the Recruitment & Placement division of Epigroup and do not extend to other Epigroup divisions.

7 Replacement Guarantee

Epigroup provides a **three (3) month / ninety (90) day guarantee period** on all permanent placements. Should the placed candidate's employment be terminated for any reason (excluding redundancy, business rationalisation, material changes to the role, or other circumstances beyond the control of Epigroup and the candidate, including death) within this guarantee period, Epigroup will provide a **one-time replacement candidate at no additional recruitment fee**, subject to the following conditions:

- 1.The Client must notify Epigroup **in writing within seven (7) days** of the termination of the candidate's employment.
- 2.All recruitment fees must have been **paid in full** by the Client in accordance with these Terms and Conditions.
- 3.Epigroup will have the **exclusive opportunity for one (1) month** from the date of notification to source and present a suitable replacement candidate.

The Client shall not be entitled to any replacement if they fail to meet the notification and payment conditions outlined above. Additionally, if the Client subsequently re-employs or re-engages the original candidate in any capacity within **twelve (12) months** of termination, the Client must **pay the full** recruitment fee to Epigroup.

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| 8 | Temporary Fee | The agreed hourly rates for Temporary Staff that has been detailed in the Quotation, plus any Fees and Expenses payable by the Client, as notified by Epigroup to the Client from time to time. |
| 9 | Demobilisation Fee | 1 week of the current approved number of hours/days undertaken by the Temporary Staff at the applicable hourly/day rate of pay in the period immediately prior to the Demobilisation request. |
| 10 | Replacement Fee | 1 week of the current approved number of hours/days undertaken by the prior Temporary Staff at the applicable hourly/day rate of pay in the period immediately prior to Replacement request. |
| 11 | Notice Fee | 2 weeks of the current approved number of hours/days undertaken by the Temporary Staff at the applicable hourly/day rate of pay in the period immediately prior to Notice being given. |
| 12 | Notice Address | Name: Shannon Murphy
Position: Customer Relations Manager
Email: sales@epigroup.com.au
Phone: 1300 414 313 |

Annexure A – Special IP Conditions

The following special conditions will apply if the Services include the provision of training modules and/or digital assets of any form.

- (a) For the purposes of this special condition:

Agreed Acceptable Circumstances means circumstances that:

- (i) have been identified and agreed in writing between the parties, and
- (ii) involve changes that are directly connected to the implementation of the Output into the Client's relevant systems or environments.

Client Source Files means the assets and files provided by the Client to Epigroup and incorporated within the Working Files (but does not include the Working File itself).

Epigroup Source Files means the assets and files produced by Epigroup in the provision of services under the Agreement and included within the Working Files (but does not include the Working File itself).

Output means the rendered end product file or files developed by Epigroup in the provision of the services under the Agreement, including, but not limited to:

- (i) SCORM packages (.zip files related to e-Learning output);
- (ii) video files (.mp4, .mov files related to video and/or animation output);
- (iii) application files (.apk files related to virtual reality output);
- (iv) graphic design files (.eps, .png, .jpg, .svg files related to graphic design output); and
- (v) document files (.pdf files related to document output).

Variation means any proposed change and/or amendment to the Output.

Variation Quotation means the proposed fees (and any additional terms and conditions) for Epigroup to implement the Variation.

Working Files means the editable project file or files used to produce or author the Output or assets related to and/or used within the Output, including, but not limited to:

- (i) e-learning authoring platform project files, such as Articulate Storyline (.story) and Articulate Rise (via Articulate 360);
- (ii) video editing project files, such as Adobe Premiere Pro (.prproj) and Adobe After Effects (.aep);
- (iii) virtual reality authoring platform project files, such as Unreal Engine (.uproject) or 3DVista project files;
- (iv) graphic design project files, such as Adobe Illustrator (.ai), and Adobe Photoshop (.psd); and
- (v) document project files, such as Adobe InDesign project files (.indd), and Microsoft Word project files (.docx).

- (b) After the Services have been provided pursuant to this Agreement, Epigroup will provide the Output to the Client. Epigroup will not provide the Epigroup Source Files and the Working Files to the Client.
- (c) Other than in Agreed Acceptable Circumstances, the Client agrees that the Client (and its employees) will not edit, change, copy, adapt, vary or amend (in any way whatsoever), the Output without the prior written consent of Epigroup.

- (d) After receipt of the Output under paragraph (b), the Client may request Epigroup to make a Variation to the Output at any time. The request must:
 - (i) be in writing; and
 - (ii) clearly articulate the Variation in sufficient detail for the purposes of Epigroup assessing the time, cost and resources involved in implementing the Variation and to prepare the Variation Quotation.
- (e) The parties agree that the Variation will not fall under the original Purchase Order and an additional Variation Quotation will be prepared by Epigroup and a separate Purchase Order (in relation to the Variation Quotation) will be required.
- (f) The Parties agree that:
 - (i) the Output is Contract IP and ownership vests in the Client as and when created; and
 - (ii) the Client Source Files are Client Existing IP.
- (g) The Client acknowledges and agrees that:
 - (i) Epigroup Source Files are Epigroup Existing IP;
 - (ii) Working Files contain Epigroup Existing IP;
 - (iii) Output contains Epigroup Existing IP;
 - (iv) Epigroup Existing IP is valuable to Epigroup;
 - (v) the Client must not share and/or disclose Epigroup Source Files, Working Files and/or Output to any third-party without the prior written consent of Epigroup; and
 - (vi) the Client must not commercialise and/or exploit Epigroup Source Files, Working Files and/or Output for any purpose whatsoever without the prior written consent of Epigroup.
- (h) The Client indemnifies Epigroup against all liabilities, claims or losses arising directly or indirectly from, and any costs, charges and expenses incurred in connection with:
 - (i) any breach by the Client of this clause; and
 - (ii) any act or omission by its employees that, if done or omitted to be done by the Client, would be a breach of the Client's obligations under this clause.
- (i) The Client acknowledges and agrees that damages alone may be an inadequate remedy for any breach of this clause and, subject to the court's discretion, Epigroup may seek specific performance, injunctive relief or any other similar remedy as a remedy for any conduct or threatened conduct which is or will be a breach of this clause in addition to any other remedies available at law or in equity.